

**INVITATION FOR BIDDERS
TREE TRIMMING AND REMOVAL**

Notice is hereby given that the Town of North Reading is seeking bids from qualified, licensed contractors for the purpose of establishing contractual agreements for tree trimming and removal services for the one -year period from January 1, 2016, through December 31, 2016. Invitation for Bidders (IFB) Packages with specifications and a sample contract will be available on December 7, 2015, on the Town of North Reading Website - www.northreadingma.gov - (click on Useful Links, then DPW Bid Opportunities). Obtaining the bid documents online is strongly encouraged. You may also contact the Department of Public Works, Town Hall, 235 North Street, North Reading, Massachusetts 01864, during weekday business hours from 8:00 a.m. - 4:00 p.m. Monday through Thursday and Friday 8:00 a.m. - 4:00 p.m. or call us at (978) 664-6060. All bids must conform to the specifications of the Department of Public Works and be submitted on the proper forms to be considered a valid bid. Sealed bids entitled “**Bid for Tree Trimming and Removal**” will be accepted at the Department of Public Works, at the above address, until December 28, 2015, at 10:00 a.m. Bidders may correct, modify or withdraw their bids up to this time. No bid may be withdrawn within 30 days (Saturdays, Sundays, and holidays excluded) after the actual date of the opening thereof. Bids will be publicly opened in Room 14, Town Hall at 9:30 a.m.

The work under the proposed contract shall conform to the requirements of Massachusetts General Laws, Chapter 30B, as amended. Work under this contract shall comply with the requirements of the Massachusetts Prevailing Wage Law under Massachusetts General Laws, Chapter 149, Section 27, as amended. A bid deposit in the amount of 5% of the bid shall accompany every bid. The bid deposit shall be in the form of a bid bond, certified treasurer’s check, or cashier’s check made payable to the Town of North Reading. Upon award and signing of the contract, the bid deposit will be returned to the bidders. The Town of North Reading is exempt from sales and federal excise tax to the extent permitted under law; bidders should not include such taxes in figuring or in references to any bid.

The Town of North Reading reserves the right to reject any and all bids, wholly or in part, or to accept any bid even if the bid is not the lowest cost, if it is deemed to be in the best interest of the municipality, to waive informalities deemed inconsequential and to make awards in a manner deemed to be in the town's best interest. The Town reserves the right to reject the bid of any contractor that imposes terms or conditions in conflict with conditions stated in the bid. Minority- and woman-owned businesses are encouraged to bid.

Michael P. Gilleberto
Town Administrator
Town of North Reading

Tree Trimming & Removal Bid
Bid Opening 10:00 a.m. 12/28/15

Tree Trimming and Removal

1. PURPOSE

The intent of this Invitation for Bids (IFB) is to establish contractual price agreements with Contractors for tree trimming and removal on an as-needed basis. The work under this IFB shall cover the one-year period from January 1, 2016 through December 31, 2016. This IFB is being solicited under the requirements of Massachusetts General Laws, Chapter 30B, as amended.

2. SCOPE OF WORK

- a. The Contractor shall furnish adequate labor crew, equipment, tools to safely and efficiently complete assigned tree trimming and removal projects as directed by the Director of Public Works, or his designee.
- b. The Contractor must designate an individual as the crew supervisor and who shall be responsible for the crew's activities to accomplish the assigned work. Should the supervisor be unsatisfactory or non-responsive in the determination of the Director of Public Works, the Town may request that another responsible party be designated, and this request will be granted.
- c. The Contractor shall perform all work in accordance with the latest government safety regulations, including but not limited to, all MA Department of Labor and Workforce performance & Federal OSHA regulations and suggested practices. All work shall be performed in accordance with ANSI Z 133.1 "Pruning, Trimming, Repairing, Maintaining and Removing Trees and Cutting Brush Safety Requirements" with special emphasis given to the requirement that only qualified line-clearing trimmers be assigned to work where a potential electrical hazard exists.
- d. Hazardous Tree Removal
 - 1) The trees to be removed will be marked on the trunk with a white "X" facing the street at approximately six (6) feet above ground level. Only the designated hazardous trees shall be trimmed or removed, unless otherwise directed by the Town Engineer.
 - 2) Ropes shall be used for lowering cut branches when necessary to prevent damage to trees, conductors, fences, cars and other property. No hangers shall be left in the trees after removal is completed
 - 3) The contractor shall take all necessary precautions to eliminate damage to adjacent trees, shrubs, lawns, curbs, walks and other real or personal property. Any damage caused by the contractor, including, but not limited to, broken sidewalk, curb, rutted lawn, broken water shut-offs, wire damage, building damage, street damage, etc., will be repaired or replaced in a timely manner to the Town's satisfaction and all costs paid by the contractor.
 - 4) Trees shall be cut off as close to the ground as possible, especially in residential areas. In no case will the remaining stump be more than four (4) inches of the existing ground. Stumps shall be flush and level without pointed wood fibers projecting upward.

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- e. Stumps and roots shall be mechanically ground down a minimum of twelve (12) inches below normal ground level. The stump grindings strewn on the street or sidewalk shall be removed and placed as follows: 1. In wooded / non developed areas, the contractor shall place the grindings in the stump hole and leave enough heaped over the stump hole to allow for settlement; and 2. In developed/ residential areas, the contractor shall remove all stump grindings from the area; bring in dirt to fill holes; level and grade the site with six (6) inches of loam; seed with native grass; and then perform a final cleanup.
- f. Wherever a tree (not scheduled to be removed) must be trimmed or pruned, the Contractor shall insure that such trimming and pruning is carried out under the direct supervision of a licensed arborist. All pruning and trimming shall be performed in accordance with the provisions of ANSI A 300 “Standard Practices for Tree, Shrub, and other Woods Plant Maintenance”.
- g. The Contractor shall notify the Town and abutting property owners prior to commencement of work. The Contractor shall be responsible to obtain and document permission by abutters to perform work, which will impact privately owned trees, lawns, shrubs, etc.
- h. Contractors to provide emergency tree services on a 24-hour, 7 days per week basis. Upon receiving a service call from a Town authorized representative, the Contractor shall respond within 1 hour and commence work within 2 hours for emergency services. Contractor shall respond within 24 hours and commence work within 5 business days for routine services.
- i. Response time is critical therefor the Town will be awarding primary and secondary contracts. The lowest bidder under this IFB will be called out first. Town reserves the right to use the first available contractor in an emergency if the low bid Contractor cannot respond in a time as judged to be sufficient per the Director of Public Works, or his designee.
- j. Contractor must own or lease sufficient equipment to accomplish the work (chain saws, aerial lift, wood chipper, crane, stump grinder, log trucks, chipper dump box, etc). All equipment must be in good working order and the Contractor shall have a sound backup plan in case of equipment failure. Equipment must be available for inspection after bid opening and before bid awarding.
- k. The Contactor shall make all necessary arrangements with any public and municipal utility (telephone, water, electricity, gas, cable and storm drains) that must be protected or relocated in order to accomplish the work. If the Contractor should damage any equipment, the Contractor shall notify the Director of Public Works, or his designee, and the Contractor shall notify the utility or department whose equipment has been damaged.
- l. The Contractor shall clean all debris from tree trimming, tree removal, ground clearing and stump removal operations each day before the work crew leaves the site, unless permission is given by the Director of Public Works, or his designee, to do otherwise. All

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areas are to be left in a condition equal to, or better than, that which existed prior to commencement of forestry operations.

- m. Any materials resulting from the trimming or removal of any trees shall become the responsibility of the Contractor. On a selected basis with prior approval, the Contractor may be dispose of said debris at the DPW Complex, 166 Chestnut Street at no cost to the contractor.
- n. The Town reserves the right to ask for firm price from qualified contractors for specific projects as opposed to assigning the work on a per diem basis.
- o. All contract awards are subject to appropriation.
- p. The Town will provide police details for traffic control. The Contractor shall not be responsible for the cost associated with this service. However, Contractors that cancel scheduled work to which Police or DPW employees are assigned on an additional pay basis are subject to contract back charges for Town costs. Blocking of streets shall not be permitted unless authorized by all appropriate departments.
- q. Non-owner employees are subject to the Commonwealth of Massachusetts prevailing wage requirements while working on Town projects. Prevailing wages are determined by the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws Chapter 149, Sections 26 to 27D inclusive, and are available in the “Minimum Wage Rates” enclosed herewith.
- r. At the time of the bid opening, each bidder will be presumed to have read and be thoroughly familiar with the scope of work of this IFB. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.
- s. There is no promise of any work assignment made by completing this bid. Work will be assigned on an as needed emergency or scheduled basis in accordance with Town needs and consistent with MGL Chapter 30B.
- t. Bids from individuals and/or companies with delinquent accounts with the Town of North Reading will not be accepted until all accounts are paid in full.
- u. The Bid Pricing Sheet contains a crew type that has previously been used by Contactors in tree work to this IFB. The Contractor may submit prices for rental of equipment given in the list, or for any other equipment that the Contractor may wish to make available to the Town on a rental basis. Provide on your letterhead a separate list, giving prices for any other equipment you may have, not already listed on the Town’s form.
- v. Bids prices shall be stated in terms of unit price per hour for equipment and operator. Minimum charges shall be clearly stated. Any Contractor under contract may add to, or delete items from their list of equipment available, but any prices given shall not change during the life of the contract, once presented by the Town for signature.

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Bid Opening 10:00 a.m. 12/28/15

3. BID SUBMISSION REQUIREMENTS

All work under the Scope of Services shall comply with the requirements of Massachusetts General Laws, Chapter 30B, Chapter 30, Section 39M, Chapter 149, Sections 44A - M, et al.

- a. All bids/proposals are to be delivered to the place specified and no later than the time specified on the bid announcement.
- b. All bids and/or proposals shall be properly signed, enclosed in an envelope, sealed and plainly marked on the outside of the envelope, “**Bid for Tree Trimming and Removal**” An individual authorized to bind the bidder to the proposed contractual agreement shall sign the bid proposal.
- c. Bid price proposals shall consist of the following:
 - 1) Bid Pricing Sheet,
 - 2) Signed Town of North Reading Certifications (Tax Compliance, Non-Collusion, Public Contractor Disbarment, and OSHA Training)
 - 3) Contract Qualification Data & References,
 - 4) Signed Standard Form Waiver Governing re Alcohol and Controlled Substance Use,
 - 5) All issued addendums.

4. ADDENDA

If any changes are made to this IFB, an addendum will be issued. Addenda will be e-mailed, faxed or mailed to all bidders on record as having picked up the IFB from the Town. Ultimately the Contractor shall be responsible for contacting the Town to verify that they have received any and all addenda issued, for familiarizing themselves with all addenda requirements and inclusion of all requirements into their bid prices. Failure to obtain and include all addenda issued by the Town and to list them on the bid form shall be ground for disqualification.

5. CONTRACTOR REQUIREMENTS

It is mandatory that the Contractor be able to meet the following requirements:

- a. The Contractor shall have been licensed as an operating business in the Commonwealth of Massachusetts and shall have successful experience (with satisfactory references) for tree trimming and removal services.
- b. The Contractor must have been regularly and actively engaged in the tree trimming and removal business with a minimum of 5 years’ experience, operating under the same business name and business organization structure; and performing the type of work described above under “SCOPE OF WORK” from a fully staffed location that is located within a 20 mile radius of the Town of North Reading Town Hall.
- c. The Contractor must own or lease sufficient equipment (chain saws, aerial lift, wood chipper, crane, stump grinder, log trucks, chipper box truck, etc) that is well maintained, mechanically sound, and in good/excellent operating conditions to complete the tasks as described in a timely and efficient manner. If the Contractor does not own sufficient equipment to provide backup services in the case of equipment breakdown, the Town reserves the right to use

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another available bidder, if necessary, to complete the work.

- d. Contractors are responsible to ensure that each of their vehicles & equipment are registered, inspected, operated, and insured in accordance with the motor vehicle laws of Massachusetts.
- e. The Contractor shall maintain a 24-hour, 7 day per week emergency response telephone number that is staffed by a person (24/7 cell phone is acceptable) and not just an answering machine. (Passive answering machines are not acceptable). The Contractor shall provide a list of emergency off hours contact names and telephone numbers.
- f. The Contractor shall carry the required amount of insurance as shown by the insurance requirements enclosed herewith. Certification of insurance shall be provided to the Town of North Reading prior to commencement of work and not later than 15 calendar days from notice of contract award. Insurance shall remain in force during the full term of the contractual agreement and/or until work is completed and accepted by the Town of North Reading, whichever is later.
- g. The Contractor shall provide at least three (3) current references that are satisfactory to the Town of North Reading and will serve to illustrate the ability of your Contractor to accomplish services in accordance with the SCOPE OF WORK. The Town may also be a reference where applicable.

6. GENERAL

- a. The Contractor must check in and out with the Director of Public Works or his designee, for work to be performed to determine the exact scope of the task required.
- b. Time shall be of essence regarding performance of each and every portion of the contracted work. Work schedules approved by the Town shall be binding on the Contractor, except for reasonable delays due to weather, failure of the Town in the performance of any of its prerequisite obligations, or site related circumstances beyond the control of the Contractor. Extension of time resulting from such delays are subject to approval by the Town and may not be unreasonably withheld.
- c. The Town may issue a formal written notice calling for performance of the contracted work pursuant to a stated schedule, or the establishment of a work schedule. This notice may be conveyed by e-mail, telephone, fax, text or US Postal Service. Contractors shall respond to the Town by the timelines specified in section 12. RESPONSE TIMES. Failure to meet these response timelines may be considered a breach of contract. Continued non-compliance with the response times may be cause for termination.
- d. The Contractor shall commence work in a timely manner and shall be required to continue with the work uninterrupted until complete.
- e. The Town may, upon failure of the low bidder Contractor to comply within a timely manner as specified in in section 12. RESPONSE TIMES, engage the services of the next low bidder

at his price as bid, providing that the low bidder Contractor has failed to appear and provide the requested services within 24 hours of notice by the Town's intentions and its basis for such action. Once this provision is exercised, the Town may, but shall not be obligated to, resume service by the low bidder Contractor at its bid prices.

- f. This contract may be terminated for cause due to unsatisfactory performance, after written warning and an opportunity for the Contractor to correct the subject performance.

7. HOURS OF WORK

It is intended that the Contractor shall accomplish the majority of work during normal business hours and on a straight-time basis. Work shall not be accomplished on an overtime basis unless prior approval has been obtained from the Director of Public Works, or his designee. Standard hours of work shall be Monday-Friday 7:00 a.m. until 5:00 p.m. Except for emergencies, work will not be scheduled on New Years Day, President's Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day.

8. QUALITY OF WORK

All work is to be the highest quality work shall meet or exceed industry standards as established in the ANSI A 300 specification and according to the plans, directions and instructions as presented by the authorized representatives of the Town of North Reading.

9. CONTRACTOR'S PERSONNEL

The Contractor shall use only trained & licensed personnel who are directly employed and supervised by the Contractor unless prior approval is obtained (see Subcontracting). The Contractor must designate an employee/representative, acceptable to the Director of Public Works or his designee, who shall oversee and be responsible for the satisfactory completion of all work

10. MATERIALS SAFETY DATA SHEETS

The Contractor must supply all applicable Material Safety Data Sheet forms to the Town. Pursuant to M.G. L. Ch. 111F, ss. 8, 9, 10. Any vendor who receives a contract resulting from this invitation agrees to submit a MSDS for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws.

11. RESPONSE TIMES

- a. **Emergency Repairs:** The Contractor shall acknowledge all service calls within 1 hour of the call being placed. Response to calls from the Town for emergency service is required 24 hours a day, 7 days a week. Contractors must have an interactive paging or telephone answering service, or a cell phone number that is available 24 hours a day 7 days a week; passive answering machines are not acceptable. Repair personnel shall arrive at the designated job site not later than 2 hours after an authorized Town of North Reading employee has made

notification that an emergency repair is required.

b. **Non-emergency Repairs:** The Contractor shall acknowledge all service calls within 24 hours of the call being placed. Repair must commence within 5 business days of receipt of a work order initiated by the Director of Public Works or his designee, unless otherwise agreed to by the town.

12. SUBCONTRACTING

The Contractor shall not subcontract or sublet any portion of the work without the written consent of the Director of Public Works.

13. PERMITS AND LICENSES

The Contractor shall, at their expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Contractor shall not be required to obtain any Town permits for this work.

14. INSPECTION

a. The Town of North Reading reserves the right to inspect any and all work in progress or completed. Any omission or failure on the part of the Town of North Reading's representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of such work or material. If any defective work or material is found during inspection, the Contractor shall remove or repair, at his/her own expense, such defective work or material rejected and shall rebuild and/or replace same without extra charge.

b. If the Contract Documents, the Owner's or his/her agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, Contractor shall give the Owner or his/her agent timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the Owner or his/her agent or other proper authorities, be uncovered for examination at Contractor's expense.

15. WARRANTY OF WORKMANSHIP

Contractor shall provide a written one (1) year warranty after the date of final acceptance thereof against any latent defects, workmanship and installation for work performed during the contract period. The Contractor further warrants all workmanship shall be first class and in accordance with industry standards and shall be performed by persons qualified in their respective trades. Work not conforming to these warranties shall be considered defective.

16. WORKING TIME

Charges incurred by the Contractor for the time spent in transit (portal-to-portal) from the Contractor's place of business to the job site and back are not part of this Contract and will not be paid by the Town. **Computation of the number of hours worked shall include only those hours spent at the job site excluding meal times.**

17. PAYMENT

- a. The Contractor will be paid per approved invoice (on a monthly basis). An invoice will be presented for the services performed. This invoice shall, as a minimum, identify the work that was done, where it was done, when it was done, who authorized it and the applicable work order. Additionally, it will detail the unit cost and extended cost for each equipment category, and other approved items
- b. Payment for equipment (inclusive of operators) shall be based on the actual time the equipment is productively used or required (by the Director of Public Works or his designee) to be at the construction site. No payment shall be made for mobilization or demobilization of equipment, and not for any “down time” of any equipment.
- c. Payment for labor (exclusive of operators) shall be based on the actual number of hours that the particular labor class was productively employed at the construction site as determined by the by the Director of Public Works or his designee.

18. REPORT

The Contractor shall maintain and keep current a summary report that will reflect cumulative dollar figures for items invoiced. This report shall be made available to the Town of North Reading annually or upon request, and shall reflect cumulative dollar figures for each wage/labor category, Contractor cost and applicable markup for parts and/or materials and costs for equipment rental.

19. RENTAL OF EQUIPMENT

Any equipment, which is not part of this IFB and is rented by the Contractor in the performance of this contract, shall be charged to the Town at the same rate invoiced by the rental company.

20. REJECTION OF BIDS

The Town of North Reading reserves the right to reject any and all bids.

21. CANCELLATION OF CONTRACT

The Town of North Reading reserves the right to cancel and terminate the contract in part or in full with 30 days notice in the event that the services provided by the Contractor prove to be unsatisfactory.

22. CONTRACT VALUE

Work to be performed under this contract will be paid as invoiced and approved. Estimated value of contract is up to \$20,000 per year.

23. REFERENCES

Upon request the lowest Bidder shall submit a complete list of contracts they have performed that are similar in size and scope to this contract in the past three years including contact names and telephone numbers. Failure to submit a complete list of contracts will be grounds to reject the bid. Prior problems, issues or concerns of any kind with work performed for the Town of North Reading shall be grounds for disqualification.

24. BASIS FOR DETERMINING LOW BIDDER

For purposes of this IFB, the crew on the Bid Pricing Sheet has been comprised for the purpose of comparing bids and contract award. The work will be awarded to the responsible and eligible bidder(s) beginning with the lowest priced bidder until the Town's requirements for that crew type is satisfied. The term "lowest responsible and eligible bidder" as used herein shall mean the bidder that proposes equipment as described in this IFB or an approved alternate (s), and whose bid is the lowest of those bidders possessing the skill, ability, and integrity necessary for faithful performance of the work within the time limit allowed. Contractors will be paid for actual equipment and personnel provided to the Town. Equipment and work force must be approved by the Director of Public Works or his designee prior to initiating any work.

25. BASIS FOR AWARD OF CONTRACT

Award of this contract shall be made to the lowest responsible and responsive general bidder within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids. The Town reserves the right to reject any and all bids if deemed in the Town's best interest. The Town may award multiple awards under this IFB if it is deemed to be in the Town's best interest to do so.

25. CONTRACT LENGTH

- a. The Contract shall cover the one-year period from January 1, 2016 to December 31, 2016.
- b. The Town, at their sole discretion, may extend the contract for up to two (2) additional one (1) calendar year periods at the unit prices bid. Extensions will be for the following time periods only: January 1, 2017 to December 31, 2017 and January 1, 2018 to December 31, 2018.
- c. Extensions are subject to the availability of funds appropriated to perform the contracted work and do not constitute a commitment by the Town to engage the Contractor's services.

Town of North Reading
 Department of Public Works
BID PRICING SHEET

Street Tree Crew	Quantity (Hours)	Unit Price (\$/ hour)	Total Price (\$)
Aerial lift Truck, 70 ft vertical reach, w/ operator	50 hours		
Crane/Boom Truck, 28 ton capacity, 110 ft reach, w/ operator	50 hours		
Chipper & Chip Truck, w/ operator	50 hours		
Log Truck w/ Grapple, 20 ft log length, w/ operator	50 hours		
1 Tree Climber	50 hours		
1 Laborer	50 hours		
Total Street Tree Crew			

ADDENDA: This bid includes addenda numbered (List all Addenda numbers): _____

No increase in the unit price bid, once accepted and awarded, will be permitted.

COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE (sign): _____

NAME (print): _____

TITLE: _____

PHONE: _____

DATE: _____

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CONTRACT QUALIFICATION DATA

a) List the exact name of your firm. _____

b) How many years has your firm been in business under its present business name and business organization structure?

_____ years

c) How many years has your firm been regularly and actively engaged in the tree trimming and removal business, performing the type of work described in Section 2. SCOPE OF WORK & Section 5. CONTRACTOR QUALIFICATIONS?

_____ years

d) How many full-time employees hold a valid Massachusetts Department of Transportation CDL license?

_____ CDL Drivers

e) How many of the following type of equipment does your firm own or lease and are available for use by your crews?

_____ 75' aerial lift	_____ 60' aerial lift
_____ 110' reach crane	_____ Log truck w/ grapple
_____ Wood chipper	_____ Chipper box truck
_____ Stump grinder	

f) Does your firm provide emergency repair service on a 24-hour, 7-day per week basis?

Yes No

g) Does your firm have a twenty-four (24) hour emergency number that is staffed by a person and not an answering machine; or a cell phone number that is available twenty-four (24) hours a day seven (7) days a week?

Yes No

If yes, please list number: () _____

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h) Indicate below three (3) references that will serve to illustrate the ability of your firm to act as the primary Contractor for the contract:

Client Name and Address	Contact Person and Telephone #
1.	
2.	
3.	

COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE (sign): _____

NAME (print): _____

TITLE: _____

PHONE: _____

DATE: _____

INSURANCE REQUIREMENTS

A. Worker's Compensation and Employer's Liability Insurance

Coverage as required by the Worker's Compensation laws of the Commonwealth of Massachusetts, M.G.L. Ch. 149 § 34A, including both statutory lines and Coverage B with a \$500,000/500,000/1,000,000 limit of liability.

B. Comprehensive General Liability Insurance

Coverage for Bodily Injury and Property Damage as follows:

Limits of Liability

Bodily Injury	\$1 Million each person \$1 Million each occurrence \$2 Million aggregate
Property Damage	\$1 Million each occurrence \$2 Million aggregate

The Comprehensive General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:

- 1. Work performed by the Contractor himself with his own employees;** "premises-operations" line.
- 2. Work performed by his Subcontractors; Contractor's Protective Liability;** ("sublet work" or "Independent Contractors") line. Use of subcontractors may be subject to provisions within the Specifications regarding prior approval by the Town. All subcontractors must also provide Certificates of Workers' Compensation or General Liability Insurance.
- 3. The Contractor's liability assumed under the Contract Terms;** "hold harmless" or "indemnity agreement" line also known as Contractual Liability Insurance. This coverage must be explicitly stated **on** the Contractor's Insurance Certificate.

C. Owner's Protective Liability Insurance

The Contractor shall take out and furnish the Certificates of Insurance naming the Town of North Reading as additional insured as their interest may appear and maintain during the life of this Contract complete. General Liability Insurance in amounts set forth above for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.

D. Comprehensive Automobile Liability Insurance

All minimum coverage as required under Massachusetts General Laws for operation and registration of motor vehicles, and excess Bodily Injury and Property Damage coverage as follows:

Limits of Liability

Bodily Injury and Property Damage Combined single limit of \$1 Million

The insurance is to include all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of the Contract.

E. General Requirements for All Lines of Insurance to be Furnished

All policies shall be written so the Town shall be notified of cancellation or addition of "restrictive amendments" by Registered Mail or by FAX not later than twenty (20) days prior to the effective date of such cancellation or amendment.

If the initial policy/policies expire prior to the completion of the work, renewal certificates shall be promptly filed with the Town for extensions of said coverage. The full cost of renewing such coverage for additional amounts of time shall be the full responsibility of the Contractor.

The Contractor shall require that each subcontractor procure and maintain, until the completion of that subcontractor's work, insurance of the types and to the limits set forth in the above sections. All such coverage by subcontractors shall be in favor of the Contractor, and the Town shall be held harmless from liability in all such policies. Use of subcontractor(s) may be subject to the prior approval of the Town as described more fully in applicable contract terms and conditions.

CERTIFICATIONS

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

STANDARD FORM WAIVER

**GOVERNING ALCOHOL AND CONTROLLED SUBSTANCE USE
AND TESTING POLICY FOR SAFETY SENSITIVE DRIVERS
AND INDEPENDENT CONTRACTORS AND SUBCONTRACTORS**

_____ hereby agrees, as a condition precedent to engaging in equipment rental services for the Town of North Reading (the “Town”), to indemnify, defend and hold harmless the Town, its agents, servants and employees, from and against any claim, loss, damage, liability or expense of any kind or nature arising from or resulting from or related to the alleged failure to comply with the alcohol and controlled substance use and testing requirements of the Commercial Motor Vehicle Safety Act of 1986, as enacted, and the Omnibus Transportation Employee Testing Act of 1991, as enacted and regulations promulgated thereunder (collectively “the Acts”). Further, _____ hereby agrees to undertake full compliance with the Acts and shall reimburse the Town for any damage resulting from a failure to comply with the Acts.

Name (please print)

Date

Address

Signature

Town of North Reading
Department of Public Works

AGREEMENT BY AND BETWEEN THE TOWN OF NORTH READING AND XXX CONSTRUCTION, Inc.

This agreement made and entered into this _____ 2015, by and between the Town of North Reading, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "Town", by and through its Town Administrator and **XXX Construction, address**, the Contractor for the one year period January 1, 2016-December 31, 2016.

ARTICLE I. The Contractor agrees to furnish and deliver services, materials, supplies, or equipment as follows:

Tree Trimming & Removal Services in accordance with the Invitation to Bid and to the extent not contradicted by the specifications and consistent with applicable law, the Contractor's Bid documents, to include Bid Pricing Sheet and Certifications, annexed hereto and incorporated hereby by reference marked Exhibit "A". This Contract is subject to and conditioned upon appropriation by the Town.

ARTICLE II. The Town agrees to pay for the Contractor for work performed in conformity with Section 18 of the Invitation for Bid, which states: "The Contractor will be paid per approved invoice (on a monthly basis). An invoice will be presented for the services performed. This invoice shall, as a minimum, identify the work that was done, where it was done, when it was done, who authorized it and the applicable work order. Additionally, it will detail the unit cost and extended cost for each wage/labor category, Contractor cost and applicable markup for parts and/or materials and costs for equipment rental."

ARTICLE III. The Contractor shall submit and conform to all determinations and directions of the designee of the Town of North Reading relating to the services and its delivery, suitability, amount, quality and value of everything furnished or to any other questions which may arise as to the product and services and the time and manner of their delivery.

ARTICLE IV. If the Contractor shall fail to furnish and deliver any of said product and/or services as required under the terms of this agreement after the purchase order for same has been given to the Contractor or mailed to him/her at the business address stated in his/her proposal, the Town, acting by and through the Office of the Town Administrator, may obtain the product and/or services ordered from any other source, and the Town shall give to the Contractor or mail to him/her at the business address stated in his/her proposal, a notice, signed by the Town Administrator, that the Contractor has failed to carry out the contract to the satisfaction of the Town Administrator and as required by the terms of said Bid Document. Upon such default, the Town Administrator may at his/her discretion and without further notice, cancel the contract.

The Town may terminate this Agreement at any time for convenience by providing the Contractor with written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE V. Upon such default, the Town may charge to the Contractor (and deduct from contract sums then or thereafter payable to the Contractor, if any there be) any and all costs and expenses incurred by the Town as a direct or indirect consequence of such default, including, without limitation, any excess cost of material or service, any administrative costs or expenses, and all costs of collection of amounts payable by the Contractor hereunder (including reasonable attorney's fee).

ARTICLE VI. The contract is made subject to General Laws, Chapter 30, Section 39M, Chapter 30B, Chapter 149, Sections 44A through M, and all other laws of the Commonwealth, and the ordinances of the Town, and if any clause hereof does not conform to such laws or ordinances, such clause shall be void and such laws or regulations operative in lieu thereof.

ARTICLE VII. The Contractor shall furnish such bond as may be required by law (including without limitation M.G.L. c.149 §29) to insure the faithful performance of this contract, with a surety duly licensed to issue such bond in the Commonwealth of Massachusetts and satisfactory to the Town.

ARTICLE VIII. In the performance of all work, after award and prior to completion of the contract work, the Contractor will not discriminate on grounds of race, color, religion, national origin, age, sex, or gender preference in employment practices or in the selection or retention of subcontractors, and in the procurement of materials and of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

Tree Trimming & Removal Bid
Bid Opening 10:00 a.m. 12/28/15

Town of North Reading
Department of Public Works

ARTICLE IX. The Contractor shall not assign this contract without express prior written consent of the Town of North Reading.

ARTICLE X. The Contractor shall indemnify and save harmless the Town of North Reading and all of its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of Contractor's action or failure to act. Certificates of Insurances shall be filed with the Town if it so requires and shall be subject to its approval for adequacy of protection.

Article XI. The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

Article XII. All amendments or any changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Agreement by both parties.

Article XIII. The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

Article XIV. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

Article XV. Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Town of North Reading

Contractor

Michael Gilleberto
Town Administrator

MINIMUM WAGE RATES

Please see MA Department of Labor & Workforce Development
Wage Request Number 20151124-044
Issued 11/25/15